warnings. The mother ultimately died, in a room in which there was no fire, very little bedding or furniture, and little or no food, and the cause of death was certified to be heart failure accelerated by want of food, attention, cleanliness, and warmth. It was contended that the daughter was under no legal responsibility to provide for or look after the mother; but in view of the decision in Regina *v.* Instan, 62 Law J. Rep. M. C. 86; L. R. (1893) 1 Q. B. 450, this contention was overruled and the jury convicted the prisoner.—London Law Journal.

Court of Appeal.

Court of Appeal.
Cozens-Hardy, M. R.
Buckley, L. J.
Kennedy, L. J.
June 1.

Fitzgerald *v.* Clarke & Son.

Master and Servant—Compensation—Injury Caused by Practical Joke —'Arising out of employment'—Workmen's Compensation Act, 1906 (6 Edw. VII. c. 58), s. 1.

Appeal from decision of the judge of the Bow County Court sitting as an arbitrator under the Workmen's Compensation Act, 1906.

The appellant was engaged by the respondents to fill boxes with biscuits. While at work fellow-workmen of the appellant, by way of a practical joke, placed the hook of a crane in his necktie and lifted him from the ground. When lifted about fifty feet the necktie gave way and he fell to the ground, and suffered injuries which made him a cripple for life. The men had been prosecuted and convicted of causing the appellant grievous bodily harm.

The judge considered that the accident had not arisen out of his employment, and that he was not entitled to compensation under the Act.

G. F. Emery for the appellant.

Clavell Salter, K. C., and Stuart Robertson for the respondents.

Their Lordships dismissed the appeal, being of opinion; following Armitage *v.* The Lancashire and Yorkshire Railway (1902), 71 Law J. Rep. K. B. 778; L. R. (1902) 2 K. B. 178, that the accident did not arise 'out of and in the course of the employment' of the workman. Appeal dismissed.

Solicitors: T. A. Capron & Co.; Griffith & Gardiner.

(Reported by A. J. Spencer, Esq., Barrister-at-Law.)

—London Law Journal.

Acceptance of Rebates.—The Burlington & Quincy Railway Company, in accordance with its published rates, contracted with the

Armour Packing Company to carry its product until a certain date at the rate then existing. Before the expiration of the contract this rate was heightened, but the Burlington continued the former rate with the Armour people, in pursuance of their contract. Proceedings were instituted against the packing company alleging that this arrangement amounted to the acceptance of rebates. The United States Supreme Court, in Armour Packing Company *v.* United States, 28 Supreme Court Reporter, 428, held the contract was no defense, and that it made no difference that there may have been no fraud practiced in making it, as the statute prohibited obtaining of rebates or discriminations by any "device or means."

Action by Foreign Corporation.—The South Bay Company, a foreign corporation doing business in New York, and plaintiff, in the case of South Bay Co. *v.* Howey, 83 Northeastern Reporter, 26, brought action in that state on a contract of insurance. Defendant insurance company alleged that plaintiff had not obtained permission to do business in the state, and therefore could maintain no action therein. The New York Court of Appeals held this to be a good defense, and reversed the judgment of the lower court to the contrary.

Liability of Fraudulent Grantee for Rent.—In First Nat. Bank of Plattsmouth *v.* Gibson, 114 Northwestern Reporter, 777, the Supreme Court of Nebraska held that, when a conveyance of real estate is set aside as fraudulent at the suit of a creditor, and the land subjected to the lien of his judgment, and is insufficient to pay it, such fraudulent grantee, in a proper proceeding, may be compelled to apply on the judgment the rents and profits of land which accrued while it was in his possession under the fraudulent conveyance.

Revocation of Charter of Social Club.—In Cosmopolitan Club *v.* Virginia, 28 Supreme Court Reporter, 394, the Supreme Court of the United States held that, although the charter of a social club was a contract with the state, its revocation, because of the club's violation of liquor laws, did not conflict with any provision of the federal Constitution.

Right to Take Bar Examination.—In Rhode Island an applicant for admission to the bar, who has not received a classical education or studied at a law school, must have studied law three years in some attorney's office. The Supreme Court of that state in Re Bosworth, 68 Atlantic Reporter, 316, held that one who studied law for three years under an attorney was not entitled to admission, where it appeared that he was not in attendance at the attorney's office during the daytime, but was employed during the working hours of the day in a department store.